

FILED
BRYAN COUNTY, OKLAHOMA
DISTRICT COURT CLERK

IN THE DISTRICT COURT OF BRYAN COUNTY
STATE OF OKLAHOMA

APR 12 2017

DONNA ALEXANDER
COURT CLERK
BY _____ Deputy

BILLIE MONROE,

Plaintiff,

vs.

HARTFORD UNDERWRITERS
INSURANCE COMPANY,

Defendant.

Case No. CJ-2017- 59

PETITION

Plaintiff, BILLIE MONROE, files this her Petition against Defendant,
HARTFORD UNDERWRITERS INSURANCE COMPANY, and alleges as follows:

JURISDICTION AND VENUE

1. The amount in controversy exceeds \$75,000.00 exclusive of interest and costs, thus giving this Honorable Court jurisdiction.
2. Venue in this Honorable Court is appropriate because the occurrence giving rise to the injuries and damages of Plaintiff took place in Bryan County, State of Oklahoma.

PARTIES

3. Plaintiff, BILLIE MONROE, is an individual who resides in Antlers, Oklahoma.
4. Defendant, HARTFORD UNDERWRITERS INSURANCE COMPANY, is a foreign insurance company that, pursuant to Title 36 §§ 621 and 622, may be served with process by serving its registered agent, John Doak, the Oklahoma Insurance Commissioner, at the Oklahoma Insurance Department, located at 3625 NW 56th, Suite 100, Oklahoma City, OK 73112.

FACTUAL BACKGROUND

5. While Defendant, Hartford Underwriters Insurance Company had in force its policy insuring Plaintiff for Uninsured/Underinsured Motorist Coverage, Plaintiff suffered serious injuries from a car wreck on April 16, 2012.

6. The tortfeasor at fault in causing this wreck had inadequate liability insurance limits to pay the damages incurred as a result of the injuries Plaintiff suffered.

7. Hartford Underwriters Insurance Company has in bad faith refused to pay its policy limit.

FIRST CAUSE OF ACTION BREACH OF THE COVENANT OF GOOD FAITH AND FAIR DEALING

8. Paragraphs 1 through 7 are incorporated by reference.

9. Plaintiff owned an insurance policy for her 2012 Toyota Camry purchased from the Defendant Hartford Underwriters Insurance Company. The aforementioned insurance policy does contain a clause providing for Uninsured Motorist Coverage. The insurance policy was in effect on April 16, 2012. The per person UIM policy limit for bodily injury is \$100,000.00.

10. As a direct and proximate result of Defendant Hartford Underwriters Insurance Company's failure to properly evaluate and investigate Plaintiff Monroe's April 16, 2012 claim for damages, having forced the Plaintiff to retain counsel to file a lawsuit on his behalf; Defendant Hartford Underwriters Insurance Company's acts and omissions constitute bad faith breach of contract and covenant of good faith and fair dealings to the Plaintiff.

SECOND CAUSE OF ACTION BREACH OF THE COVENANT OF GOOD FAITH AND FAIR DEALING

11. Paragraphs 1 through 10 are incorporated by reference.

12. As a direct and proximate result of Defendant Hartford Underwriters Insurance Company's pattern of denying and minimizing coverage the Plaintiff has been injured by Defendant Hartford Underwriters Insurance Company's acts and omissions constituting bad faith breach of contract and covenant of good faith and fair dealings to the Plaintiff.

**THIRD CAUSE OF ACTION
BREACH OF THE COVENANT OF GOOD FAITH AND FAIR DEALING**

13. Paragraphs 1 through 12 are incorporated by reference.

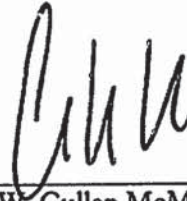
14. As a direct and proximate result of Defendant Hartford Underwriters Insurance Company's engaging in a pattern of conduct taking steps for the purpose of creating a situation wherein it could deny the availability of coverage to the Plaintiff's legitimate claim; the Plaintiff has been injured by the Defendant Hartford Underwriters Insurance Company's acts and omissions constituting bad faith breach of contract and covenant of good faith and fair dealings to the Plaintiff.

WHEREFORE, Plaintiff prays judgment against Defendant in the amount of \$100,000.00 on the contract claim, an amount in excess of the amount required for diversity jurisdiction pursuant to Section 1332 of Title 28 of the United States Code on the tort claim, including actual and punitive damages, costs, civil fines, attorneys' fees and all other relief deemed appropriate by the court.

Respectfully submitted,

W. CULLEN MCMAHON, PLLC

BY:



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ATTORNEY FOR PLAINTIFF

ATTORNEYS' LIEN CLAIMED